



PHILIP L. BROWNING  
Interim Director

County of Los Angeles  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

Board of Supervisors

GLORIA MOLINA  
First District  
MARK RIDLEY-THOMAS  
Second District  
ZEY YAROSLAVSKY  
Third District  
DON KNABE  
Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

February 07, 2012

#20 FEBRUARY 7, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT TO THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA TO PROVIDE PREPARATION AND SUPPORT FOR FAMILIES CONSIDERING  
ADOPTING CHILDREN WITH SPECIAL NEEDS  
(ALL DISTRICTS - 3 VOTES)**

### SUBJECT

The Department of Children and Family Services (DCFS) seeks to execute a contract with the Regents of the University of California (Regents of UC) to provide Preparation and Support (P&S) for Families Considering Adopting Children with Special Needs. These P&S services include recruitment, training, consultations and assessments to match special needs children with prospective adoptive parents, and aftercare services to assist the adoptive families. The current contract with Regents of UC will expire on February 29, 2012.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Interim Director of DCFS or his designee to prepare and execute a contract (substantially similar to the contract in Attachment A) with Regents of UC for the provision of P&S services, effective March 1, 2012, through February 28, 2013, with the County option to extend for two additional one-year periods. The aggregate three-year Maximum Contract Amount is \$825,000. The annual Maximum Contract Amount is \$275,000 of which 50 percent (\$137,500) is Federal revenue, 35 percent (\$96,250) is State revenue and 15 percent (\$41,250) is net County cost. Funding is included in the Department's Fiscal Year 2011-12 Adopted Budget and will be included in the Department's budget request for Fiscal Year 2012-13.

2. Delegate authority to the Interim Director of DCFS or his designee to extend the contract by written notice or amendment for the anticipated extensions and to increase or decrease the

Maximum Contract Amount not to exceed 10 percent when such a change is necessitated by additional and necessary services provided that there is sufficient funding available. The approval of the Chief Executive Office (CEO) and County Counsel will be obtained prior to executing such extensions, and the Interim Director or his designee will notify the Board and the CEO in writing within ten business days after execution.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The current contract will expire February 29, 2012. The recommended actions will allow DCFS to continue to provide P&S services to prospective adoptive parents and adoptive families of children with special needs, from newborn to 17 years, particularly those children with prenatal exposure to alcohol and other substances. Children prenatally exposed to alcohol and other substances constitute more than 80 percent of DCFS' children available for adoption. The P&S program educates and prepares over 100 families per year to make informed decisions about adopting children with special needs.

P&S services focus on hard-to-place children with biological vulnerabilities and multiple placements. These services promote permanency for these children by preparing prospective adoptive parents and adoptive families for the challenges associated with parenting children with special needs. DCFS has determined that P&S services help to speed up adoption matches and reduce timelines for special needs children waiting to be adopted. Accordingly, the contract contains specific performance requirements that 70 percent of the families who receive P&S services will complete their family assessment process, at least 50 percent of the children evaluated under the program will be matched to a permanent family, and 90 percent of the families that commit to an adoptive placement will move forward to finalize their adoption within one year.

### **Implementation of Strategic Plan Goals**

The contract is consistent with the principles of the Countywide Strategic Plan's Goal #1, Operational Effectiveness: Strategy 2 – Service Excellence and Organizational Effectiveness by increasing access to adoption related services; Goal #2, Children, Family, and Adult Well-Being: Strategy 5 – Maximize Resources by coordinating recruitment from other programs; and, Goal #4, Health and Mental Health by improving effectiveness of the Department's Children's Social Workers and by promoting proven service models that are client-centered and family-focused. The contract is also consistent with the DCFS goal of decreasing timelines to permanency.

### **FISCAL IMPACT/FINANCING**

The estimated aggregate Maximum Contract Amount for this contract is \$825,000. The annual Maximum Contract Amount for the initial contract term of March 1, 2012, through February 28, 2013, is \$275,000 and for each of the two County one-year extension options through February 28, 2015, is \$275,000. The contract costs will be funded with 50 percent (\$137,500) Federal revenue; 35 percent (\$96,250) State revenue; and 15 percent (\$41,250) net County cost. Funding is included in the Department's Fiscal Year 2011-12 Adopted Budget and will be included for subsequent fiscal years in the Department's budget requests.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contract is authorized under California Department of Social Services (CDSS) Manual of Policy and Procedure Section 23.650.1.14, which permits a sole source contract with public educational institutions. The Regents of UC is a public educational institution and has been the contractor for these services for the past 13 years. The contractor possesses the unique credentials to educate, train, and provide consultations and assessments to match special needs children with prospective adoptive parents, and provide aftercare services to the adoptive families.

For the period of March 1, 2009, through February 29, 2012, your Board approved a previous P&S Contract, Number 76929, with the Regents of UC to provide P&S services, including an initial period beginning March 1, 2009, through February 28, 2010, and two additional County option years through February 29, 2012, with a Maximum Annual Contract Sum of \$275,000 for each of the three years. Each year, over 100 adoptive families per year were served. Contract 76929 will expire on February 29, 2012.

In negotiating the contract with Regents of UC, DCFS agreed to deletion or modification of some of the terms and conditions of the standard County contract. The contract excludes the Liquidated Damages provision because Regents of UC has a policy prohibition against "unfunded liabilities" and the contract has other remedies for non-performance if necessary, which is unlikely, given the 13-year success of the program. The cost-of-living-adjustment (COLA) clause was also deleted as inapplicable. The provision on giving "first consideration" to hiring to County employees facing layoffs or on a re-employment list for any new jobs had to be modified to "consideration" in light of the requirements of the large university system to give priority to its own large force of permanent public employees. The subcontracting section was deleted at the request of the Regents of UC because there are no subcontracts under the program. DCFS also included a cross-indemnification provision between the County and Regents of UC that is used in another contract with Regents of UC. The CEO Risk Management office has confirmed that Regents of UC has an acceptable self-insurance program to meet the requirements for insurance coverage. Finally, DCFS agreed to amend the Proprietary Rights provision to allow the Regents of UC as a major educational institution to use aggregate data from the program for education and research purposes.

DCFS evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as the contract was not awarded under the provisions of Chapter 2.121. These services cannot be effectively performed by County employees because they require the development and utilization of resources that are not available in the County system.

DCFS also evaluated and determined that the Local Small Business Enterprise Preference Program (County Code Chapter 2.204) does not apply to the recommended contract. Regents of UC is not a small business consistent with Chapter 2.204.030C.1.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State and County regulations.

Per the Board Policy Manual, Section 5.100 Sole Source Contracts, County departments intending to negotiate a sole source services contract of \$250,000 or greater, must provide advance written notice to the Board of Supervisors, with a copy to the Chief Executive Officer, indicating that they will proceed with contract negotiations within two weeks unless otherwise instructed by a Board office. On December 23, 2011, DCFS notified the Board of its intention to negotiate a sole source contract with Regents of UC.

The CEO and County Counsel have reviewed the contract and Board letter. The attached contract has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

The new contract with Regents of UC was negotiated as a sole source contract as permitted by the CDSS regulations previously cited in this Board letter. No solicitation was issued or necessary in connection with this contract. Regents of UC is in agreement with the contract provisions contained in the Attachment.

### **CONTRACTOR PERFORMANCE**

The contractor has continually met all performance standards as outlined in the current contract.

The monitoring of the P&S services contract is performed on a monthly basis which includes an evaluation of monthly invoices and onsite monitoring for fiscal, administrative and service delivery compliance. The most recent monitoring results for Regents of UC and the annual evaluation by DCFS indicates that the contractor was in compliance with all contract requirements.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the contract will allow the Department to continue to provide permanency for children with special needs by preparing prospective adoptive parents and adoptive families for the challenges associated with parenting these children. The service levels required under the recommended contract are the same as those in the current contract. Over 100 families per year benefit from P&S services.

### **CONCLUSION**

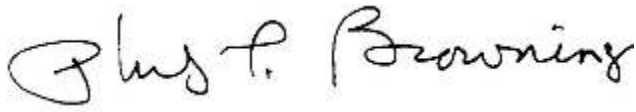
Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped letter to the Department of Children and Family Services.

The Honorable Board of Supervisors

2/7/2012

Page 5

Respectfully submitted,

A handwritten signature in black ink, reading "Philip L. Browning". The signature is written in a cursive, flowing style.

PHILIP L. BROWNING

Interim Director

PLB:CMM:AM

DM:RD:mn

Enclosures

c: c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

**PREPARATION AND SUPPORT (P&S) SERVICES FOR FAMILIES ADOPTING  
CHILDREN WITH SPECIAL NEEDS**

**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**



**AND**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

Department of Children and Family Services (DCFS)  
Contracts Administration  
425 Shatto Place, Room 400  
Los Angeles, California 90020

March 2012

# PREPARATION AND SUPPORT (P&S) SERVICES FOR FAMILIES ADOPTING CHILDREN WITH SPECIAL NEEDS

## TABLE OF CONTENTS

Section Number and Title	Page
PART I: UNIQUE TERMS AND CONDITIONS.....	2
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS .....	2
2.0 TERM.....	3
3.0 CONTRACT SUM.....	4
4.0 INSURANCE REQUIREMENTS .....	5
5.0 INVOICES AND PAYMENTS .....	9
6.0 BACKGROUND AND SECURITY INVESTIGATIONS.....	12
7.0 CONFIDENTIALITY .....	13
8.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.....	14
PART II: STANDARD TERMS AND CONDITIONS.....	16
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR .....	16
2.0 ADMINISTRATION OF CONTRACT – COUNTY .....	16
3.0 AMERICANS WITH DISABILITIES ACT (ADA) .....	17
4.0 ASSIGNMENT AND DELEGATION.....	17
5.0 AUTHORIZATION WARRANTY .....	17
6.0 BUDGET REDUCTION.....	18
7.0 CHANGES AND AMENDMENTS .....	18
8.0 CHILD ABUSE PREVENTION REPORTING .....	19
9.0 CHILD SUPPORT COMPLIANCE PROGRAM.....	19
10.0 COMMUNITY BUSINESS ENTERPRISE PROGRAM .....	20
11.0 COMPLAINTS .....	20
12.0 COMPLIANCE WITH APPLICABLE LAWS .....	21
13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS .....	22
14.0 COMPLIANCE WITH JURY SERVICE PROGRAM.....	22
15.0 CONDUCT OF PROGRAM .....	23
16.0 CONFLICT OF INTEREST .....	24
17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN)..	24
18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED .....	24
19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING .....	25
20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD) .....	25
21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	25
22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE .....	27
23.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH .....	27
INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)	
24.0 COUNTY'S QUALITY ASSURANCE PLAN.....	27
25.0 CONTRACTOR'S WORK .....	28
26.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH .....	28
COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	
27.0 EMPLOYEE BENEFITS AND TAXES .....	28
28.0 EMPLOYMENT ELIGIBILITY VERIFICATION.....	29
29.0 EVENTS OF DEFAULT .....	29
30.0 FAIR LABOR STANDARDS .....	30
31.0 FIXED ASSETS .....	30
32.0 FORMER FOSTER YOUTH CONSIDERATION .....	30

33.0	GOVERNING LAW, JURISDICTION, AND VENUE .....	31
34.0	INDEMNIFICATION.....	31
35.0	INDEPENDENT CONTRACTOR STATUS.....	31
36.0	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN .....	32
37.0	MOST FAVORED PUBLIC ENTITY .....	32
38.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION .....	32
39.0	NON EXCLUSIVITY.....	34
40.0	NOTICE OF DELAYS .....	34
41.0	NOTICE OF DISPUTE.....	34
42.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED .....	34
	INCOME CREDIT	
43.0	NOTICES.....	34
44.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	34
45.0	PROPRIETARY RIGHTS.....	35
46.0	PUBLIC RECORDS ACT .....	36
47.0	PUBLICITY .....	37
48.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	37
49.0	RECYCLED-CONTENT PAPER.....	38
50.0	SAFELY SURRENDERED BABY LAW .....	39
51.0	SHRED DOCUMENT.....	39
52.0	TERMINATION FOR CONTRACTOR'S DEFAULT .....	39
53.0	TERMINATION FOR CONVENIENCE .....	41
54.0	TERMINATION FOR IMPROPER CONSIDERATION.....	42
55.0	TERMINATION FOR INSOLVENCY.....	42
56.0	TERMINATION FOR NON-ADHERENCE OF COUNTY .....	43
	LOBBYIST ORDINANCE	
57.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	43
58.0	USE OF FUNDS .....	43
59.0	VALIDITY .....	43
60.0	WAIVER.....	43
61.0	WARRANTY AGAINST CONTINGENT FEES.....	44
62.0	WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION.....	44
	EXHIBIT A -STATEMENT OF WORK.....	46
	Exhibit A-1: Performance Requirements Summary.....	63
	Exhibit A-2: Performance Based Outcome Measures.....	64
	Exhibit A-3: Quality Management Plan.....	65
	Exhibit A-4 Line Item Budget and Budget Narrative.....	66

## **EXHIBIT B: ATTACHMENTS.....67**

Attachment A	CONTRACTOR's Equal Employment Opportunity (EEO) Certification.....	68
Attachment B	Community Business Enterprise Form (CBE).....	69
Attachment C-1	CONTRACTOR Acknowledgement and Confidentiality Agreement.....	71
Attachment C-2	CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement.....	73



Attachment D	CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement.....	75
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook....	77
Attachment F	Internal Revenue Notice 1015.....	96
Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program).....	97
Attachment H	Safely Surrendered Baby Law Fact Sheet.....	100
Attachment I	CONTRACTOR's Administration.....	105
Attachment J	COUNTY's Administration.....	106
Attachment K	Charitable Contributions Certification.....	107
Attachment L	User Complaint Report (UCR).....	108
Attachment M	CONTRACTOR's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA).....	109
Attachment N	Certification of Compliance with the COUNTY's Default Property Tax Reduction Program.....	121

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**PREPARATION AND SUPPORT (P&S) FOR  
FAMILIES ADOPTING CHILDREN WITH SPECIAL NEEDS**

Preparation and Support for Families Adopting Children with Special Needs (hereinafter referred to as "Contract").

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2012, by and between

County of Los Angeles  
hereinafter referred to as "COUNTY"

and

The Regents of the University of California  
hereinafter referred to as "CONTRACTOR."

**RECITALS**

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract for services for Preparation and Support for Families Adopting Children with Special Needs; and

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

## **PART I: UNIQUE TERMS AND CONDITIONS**

### **1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS**

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1, A-2, A-3, A-4 and Exhibit B, Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, K, L, M and N, set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-1 and Attachments.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
  - A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
  - B. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
  - C. "CONTRACTOR" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
  - D. "COUNTY" – means the County of Los Angeles and includes the Department of Children and Family Services.
  - E. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.

- F. "COUNTY Program Manager" – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- G. "Day" or "Days" – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- H. "DCFS" - means COUNTY's Department of Children and Family Services.
- I. "Director" - means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.
- J. "Fiscal Year(s)" - means the 12 month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- K. "Maximum Contract Sum" - means the total amount to be paid under this contract.
- L. "Participant" - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.
- M. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- N. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

## **2.0 TERM**

- 2.1 The term of this Contract shall commence on March 1, 2012 or the date of execution by the COUNTY's Board of Supervisors, whichever is later, and shall expire on February 28, 2013 or one year from the date of execution by the COUNTY's Board of Supervisors, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 The COUNTY shall have the sole option to extend the Contract term for up to two additional one-year periods for a maximum total Contract term of three (3) years. Each such option and extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the CONTRACTOR, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.

- 2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 2.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 2.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond August 31, 2015, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

### **3.0 CONTRACT SUM**

- 3.1 The Maximum Annual Contract Sum for this Contract is Two Hundred Seventy-Five Thousand dollars (\$275,000). The Maximum Contract Sum for the three-year term of this contract if all options to extend are exercised is Eight Hundred Twenty-Five Thousand dollars (\$825,000).
- 3.2 COUNTY and CONTRACTOR agree that this is a cost reimbursement Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit A-4, Line Item Budget, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.
- 3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

- 3.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Attachment J, County's Administration.
- 3.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit A-4, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.

#### **4.0 INSURANCE REQUIREMENTS**

##### **4.1 General Insurance Requirements**

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

- 4.1.1 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or

number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration Division  
Attention: Contract Administrator  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

- 4.1.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum

Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 4.1.3 Cancellation of or Changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR's insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 4.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY, may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 4.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A: VII unless otherwise approved by COUNTY.
- 4.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 4.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 4.1.8 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under



CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

- 4.1.9 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 4.1.10 Claims Made Coverage: If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 4.1.11 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 4.1.12 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 4.1.13 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.
- 4.1.14 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

## 4.2 Insurance Coverage Requirements:

- 4.2.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 4.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 4.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 4.2.4 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## 5.0 INVOICES AND PAYMENTS

- 5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in

conformance with the Line Item Budget, and in the format prescribed by the COUNTY (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). CONTRACTOR shall be paid only for work performed as specified in the Contract and any amendments thereto.

- 5.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five (5) percent of the Maximum Annual Contract Sum for each year between line item budget categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) in the Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed to the COUNTY Program Manager.
- 5.3 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make reasonable efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.
- 5.4 Whether or not federal dollars will be used to pay for services under this contract, expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-133. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.
- 5.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Division and one copy to the COUNTY Program Manager for review and approval, as follows:

County of Los Angeles  
Department of Children and Family Services  
Attention: Accounting Division, Contract Accounting Section  
425 Shatto Place, Room 204  
Los Angeles, CA 90020

and a duplicate copy of the invoices to:

County of Los Angeles,  
Department of Children and Family Services  
Attention: Sari Grant, Program Manager  
532 E. Colorado Blvd.  
Pasadena, CA 91101

- 5.6 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.9 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.10 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's

reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

## **6.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 6.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.
- 6.2 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 6.3 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 6.4 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to CONTRACTOR's staff that does not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access.
- 6.5 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 6.6 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 6.7 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and

Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## **7.0 CONFIDENTIALITY**

- 7.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 7.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, "Contractor Acknowledgement and Confidentiality Agreement."
- 7.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment D, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 7.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

- 7.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

## **8.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 8.1 This Contract is subject to the provisions of the COUNTY'S ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 8.2 COUNTY's Board of Supervisors finds that it is of benefit to the COUNTY of Los Angeles to promote and facilitate transitional job opportunities for individuals who are homeless and other individuals who have been out of work for an extended period of time. Individuals who have not worked for an extended period of time face considerable barriers when trying to re-enter the workforce. Transitional employment provides people who are the hardest to employ with opportunities to develop job and social skills that are necessary to succeed in the workplace.
- 8.3 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 8.4 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 8.5 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
- 8.5.1 Pay to the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;
- 8.5.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

- 8.5.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles COUNTY Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 8.6 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.



## **PART II: STANDARD TERMS AND CONDITIONS**

### **1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

#### **1.1 CONTRACTOR's Program Director**

1.1.1 CONTRACTOR's Program Director is designated in Exhibit B, Attachment I, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Manager on a regular basis.

#### **1.2 Approval of CONTRACTOR's Staff**

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff for cause, including, but not limited to, CONTRACTOR's Program Director. CONTRACTOR shall have right of appeal pursuant to Part II Standard Terms and Conditions, Section 41.0, **NOTICE OF DISPUTE**, in this contract.

### **2.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit B, Attachment J, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

#### **2.1 COUNTY Program Manager**

The responsibilities of the COUNTY Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

2.2 The COUNTY Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

- 2.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

### **3.0 AMERICANS WITH DISABILITIES ACT (ADA)**

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

### **4.0 ASSIGNMENT AND DELEGATION**

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **5.0 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition and obligation of

this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

## **6.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## **7.0 CHANGES AND AMENDMENTS**

- 7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.
- 7.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
  - 7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and
  - 7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

## **8.0 CHILD ABUSE PREVENTION REPORTING**

8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

## **9.0 CHILD SUPPORT COMPLIANCE PROGRAM**

9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program

9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

9.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all

applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### 9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

### 10.0 COMMUNITY BUSINESS ENTERPRISE PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit B, Attachment B.

### 11.0 COMPLAINTS

11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

11.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.

11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

- 11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 11.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

## **12.0 COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction there over.
  - 12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
  - 12.1.2 For contract over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 12.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations,

ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 12.3 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

### **13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. CONTRACTOR shall comply with Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

### **14.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment G, and incorporated by reference into and made a part of this Contract.

#### **14.1 Written Employee Jury Service Policy**

14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Subsection shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

14.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **15.0 CONDUCT OF PROGRAM**

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply



with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

## **16.0 CONFLICT OF INTEREST**

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

## **17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN)**

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

## **18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified

former COUNTY employees who are on a reemployment list during the life of this Contract.

## **19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

## **20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)**

The COUNTY maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

## **21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

21.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

21.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

21.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or

(4) made or submitted a false claim against the COUNTY or any other public entity.

- 21.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 21.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 21.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review

decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

21.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

21.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: [http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/eplsearch.do?multiName=true>

## **22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit B, Attachment K the County seeks to ensure that all COUNTY Contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

## **23.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit B, Attachment M, in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit B, Attachment M, CONTRACTOR's Obligations Under HIPAA.

## **24.0 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which

COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **25.0 CONTRACTOR'S WORK**

25.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

25.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

## **26.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

26.1 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.

26.2 Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 26.0, "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

## **27.0 EMPLOYEE BENEFITS AND TAXES**

27.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

- 27.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

## **28.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 28.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.
- 28.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **29.0 EVENTS OF DEFAULT**

### **29.1 Default for Non-Performance**

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

29.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

29.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

### **29.2 Default for Insolvency**

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

29.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

29.2.2 The filing of a voluntary petition in bankruptcy;

29.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

29.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

### 29.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or federal laws thereon.

## 30.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

## 31.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

## 32.0 FORMER FOSTER YOUTH CONSIDERATION

32.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Emancipation Services Division  
3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010  
FAX: (213) 637-0036

32.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

32.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

### **33.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

### **34.0 INDEMNIFICATION**

34.1 CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract, but only in proportion to and to the extent caused by, or resulting from, any negligent or wrongful act or omission on the part of CONTRACTOR, or any of its officers, agents or employees.

34.2 COUNTY shall indemnify, defend and hold harmless the CONTRACTOR, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with COUNTY's acts and/or omissions arising from and/or relating to this Contract, but only in proportion to and to the extent caused by, or resulting from, any negligent or wrongful act or omission on the part of COUNTY, or any of its elected and appointed officers, agents or employees.

### **35.0 INDEPENDENT CONTRACTOR STATUS**

35.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship



of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 35.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 35.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 35.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-1, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, CONTRACTOR's Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

### **36.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). (There are underscores in the address between the words 'doing business' and 'main db'.)

### **37.0 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

### **38.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 38.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated

equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

- 38.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.
- 38.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 38.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 38.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.
- 38.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 38.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 38.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its

sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **39.0 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources.

### **40.0 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

### **41.0 NOTICE OF DISPUTE**

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director or designee shall resolve it.

### **42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit B, Attachment F.

### **43.0 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, or by commercial carrier addressed to the parties as identified in Attachment I, CONTRACTOR's Administration and Attachment J, COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

### **44.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in

any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **45.0 PROPRIETARY RIGHTS**

- 45.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein. In return, the COUNTY grants to the CONTRACTOR a nonexclusive, transferable, royalty-free, world-wide license to use, reproduce, distribute copies, display publicly, and make derivative works, for research and educational purposes, except as prohibited by law.
- 45.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 45.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 45.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 45.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 45.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 45.4 for:

- 45.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 45.3;
- 45.5.2 Any materials, data and information covered under Sub-section 45.2; and
- 45.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 45.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 45.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 45.8 The provisions of Sub-sections 45.5, 45.6, and 45.7 shall survive the expiration or termination of this Contract.

#### **46.0 PUBLIC RECORDS ACT**

- 46.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 46.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **47.0 PUBLICITY**

47.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

47.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

47.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

47.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section shall apply.

## **48.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

48.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

48.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at

COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 48.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 48.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 48.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 48.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

#### **49.0 RECYCLED-CONTENT PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

## **50.0 SAFELY SURRENDERED BABY LAW**

50.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

50.2 The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

50.3 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B, Attachment H, of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## **51.0 SHRED DOCUMENT**

51.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

51.2 Documents for record and retention purposes in accordance with Subsection 49.0 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

## **52.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

52.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:

52.1.1 CONTRACTOR has materially breached this Contract;



- 52.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- 52.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 52.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 52.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 52.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 52.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 52.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 52.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.
- 52.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 52.1, the

CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 52.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

52.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Indemnification.

52.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **53.0 TERMINATION FOR CONVENIENCE**

53.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

53.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

53.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

53.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

53.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

## **54.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 54.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 54.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 54.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

## **55.0 TERMINATION FOR INSOLVENCY**

- 55.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 55.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
  - 55.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
  - 55.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;  
or
  - 55.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.
- 55.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **56.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

## **57.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

## **58.0 USE OF FUNDS**

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

## **59.0 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

## **60.0 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **61.0 WARRANTY AGAINST CONTINGENT FEES**

61.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

61.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## **62.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION**

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Interim Director of the Department of Children and Family Services and the CONTRACTOR has caused this Contract to be subscribed on its behalf by its duly authorized officer(s) as of the day, month, and year first above written. The person(s) signing on behalf of the CONTRACTOR warrant(s) under penalty of perjury that he or she is authorized to bind the CONTRACTOR in or to this Contract.

COUNTY OF LOS ANGELES

ATTEST:

By \_\_\_\_\_  
Philip L. Browning, Interim Director  
Department of Children and Family  
Services

SACHI A. HAMAI  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_

The Regents of the University of California  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
ANDREA SHERIDAN ORDIN, County Counsel

BY \_\_\_\_\_  
David Beaudet, Senior Deputy County Counsel

## **EXHIBIT A -STATEMENT OF WORK**

### **PREPARATION AND SUPPORT (P&S) SERVICES FOR FAMILIES CONSIDERING ADOPTING CHILDREN WITH SPECIAL NEEDS**

**County of Los Angeles  
Department of Children and Family Services**

**PREPARATION AND SUPPORT (P&S) SERVICES FOR FAMILIES CONSIDERING  
ADOPTING CHILDREN WITH SPECIAL NEEDS**

**TABLE OF CONTENTS**

1.0 PREAMBLE.....	48
2.0 INTRODUCTION.....	48
3.0 DEFINITIONS.....	49
4.0 PROGRAM MANAGEMENT REQUIREMENTS.....	51
5.0 COUNTY’S GENERAL RESPONSIBILITIES.....	51
6.0 CONTRACTOR’S RESPONSIBILITIES.....	52
7.0 STAFFING REQUIREMENTS.....	53
8.0 TARGET POPULATION.....	53
9.0 SERVICE DELIVERY SITE(S).....	54
10.0 SCOPE OF WORK.....	54
11.0 SPECIFIC TASKS.....	54
12.0 CONTRACTOR’S SUBCONTRACTOR/CONSULTANT REQUIREMENTS.....	58
13.0 REPORTING REQUIREMENTS.....	58
14.0 RECORDS.....	59
15.0 QUALITY MANAGEMENT PLAN.....	59
16.0 QUALITY ASSURANCE MONITORING.....	61
17.0 PERFORMANCE-BASED OUTCOME MEASURES.....	62



## **1.0 PREAMBLE**

The County of Los Angeles (County) seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals, and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses, and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) a Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

## **2.0 INTRODUCTION**

The Department of Children and Family Services (DCFS) Adoption and Permanency Resources Division (APRD) has identified specific behavioral challenges that hinder the adoption process of older children, and children who have been prenatally exposed to substances of abuse and/or alcohol. DCFS has been contracting for these services for over 13 years. The contract came about via a formal solicitation, and The Regents of the University of California has been the CONTRACTOR all 13 years. This contract covers the cost for "Preparation and Support Services, including Training, Intervention, Education and Support for Families Considering Adopting Children with Special Needs" (P&S), which includes presentations at DCFS' Permanency and Safety – Model Approach to Partnerships in Parenting (PS-MAPP) classes where families are recruited to participate in the P&S program, training, assessments/consultations, and aftercare services.

The P&S contract consists of three service goals to help abate the adoption hindrance faced by older children, and prenatally substances of abuse and/or alcohol exposed children. The CONTRACTOR interacts and participates as a panelist on the PS-MAPP classes offered by DCFS to prospective Resource Parents. The CONTRACTOR's role at the PS-MAPP classes involves educating prospective resource parents on children's prenatal drug exposure in hopes of recruiting participants interested in adopting from this population of children. Participants recruited will receive specific training and support services designed to assist them to make an informed decision about adopting.

The training format consists of modules for prospective adoptive parents to transition into a continuum of services upon completion of PS-MAPP classes. The continuum of

services prepares families considering adoption for the challenges associated with parenting and providing permanency to children with special needs. The P&S training focuses on the issues involving prenatal substance exposure, biological vulnerabilities, multiple placements, abuse and neglect. The principle, that education helps families considering adoption make informed decisions, also guides the training modules.

P&S services include multidisciplinary assessments/consultations as an enhancement tool to help advocate and secure permanency for this population through in-depth assessments of children needing an adoptive family. The CONTRACTOR's assessment/consultation service consists of a multidisciplinary team of experts with the knowledge base to conduct in-depth assessments with an emphasis on children with developmental challenges and/or behavioral issues related to prenatal substance abuse exposure that might affect and/or delay a child's adoption. The assessment findings are provided to the Children's Social Worker (CSW), to help expedite adoption placement matches, and to aid prospective adoptive parents in making informed decisions about adopting a child with special needs.

In addition to the above stated contract goals, the CONTRACTOR provides an in-kind match that supports and supplements aftercare services which serve as a means of cementing pre- & post-adoption family unions.

Since the inception of P&S training, there has been an increase in prospective adoptive parents' completion of their home studies/assessments.

### **3.0 DEFINITIONS**

The following words as used herein shall be construed to have the following meanings:

- 3.1 Adoption – Means the process that transfers the legal rights, responsibilities and the privileges of parenting. The right and responsibilities of the biological parents are permanently terminated and assumed by another individual, married couple, or unmarried couple who become the child's legal parent(s).
- 3.2 Aftercare Services – Means multidisciplinary adoption related services provided to the adoptive family after the adoption of a child in their care has been finalized.
- 3.3 Case Consultation – Means a meeting where a multidisciplinary team provides DCFS and the prospective adoptive family information regarding a discussion of the child's records, including but not limited to, medical history, developmental assessments, academic history (if applicable), and placement history. Included in the consultations are an identification of the needs of the child and the services and interventions needed to meet the needs of the child.
- 3.4 Children's Social Worker (CSW) – Means an employed staff with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision and custody of DCFS.
- 3.5 Contractor's Program Director (CPD) – Means the Contractor's employee who is responsible for overseeing the work to be performed by the CONTRACTOR as defined in the Contract.

- 3.6 County Program Manager (CPM) – Means a DCFS employee who coordinates the delivery of services for all contracted partners associated with the Contract.
- 3.7 Family – Means a unit comprised of one or more adults who consider themselves member(s) of that specific unit.
- 3.8 Foster-Adopt – Means when a child who is not legally freed is placed in the home of a family with an approved Family Assessment or home study whose intention is to adopt that child.
- 3.9 Foster Care – Means a licensed or certified home that provides 24-hour care and supervision for children who need temporary care because their parents or guardians are unable or unwilling to care for them.
- 3.10 Homestudy or Family Assessment – Means an evaluation of an individual or family for the purposes of providing foster care or adoption to a child and meets the State’s regulations for an approval for someone to adopt a child.
- 3.11 In-kind Services – Means services which are provided by CONTRACTOR at CONTRACTOR’s expense and does not involve direct dollar funding from the P&S Contract with DCFS.
- 3.12 Multi-disciplinary Team — Means a team of three or more persons who are qualified in specialized areas who work together to provide a broad range of services. The Multi-disciplinary Team members shall be capable of conducting a thorough bio-psycho-social assessment of a child.
- 3.13 Permanency & Safety-Model Approach to Partnerships in Parenting (PS-MAPP) – Means a series of classes with an established curriculum that prospective adoptive parents are required to attend as part of the home study or family assessment process. These classes are made available for the prospective adoptive parents at no cost through DCFS Adoption and Permanency Resources Division and are contracted with the Community Colleges.
- 3.14 Pre-Service Training – Means training for prospective families interested in becoming a foster or adoptive parent (Resource Parent) required for foster care licensing. Examples of training are PS-MAPP and Parent Resources for Information, Development, and Education (PRIDE).
- 3.15 Prospective Resource Parent – Means a person or family who is in the process of becoming a Resource Parent. This includes anyone in the following phases: 1) Expressed an interest in adoption or foster care, 2) Attended an orientation, 3) Attended pre-service training, 4) Has been interviewed by a social worker and is awaiting approval.
- 3.16 Regional Centers - Means nonprofit private corporations that contract with the Department of Developmental Services to provide or coordinate services and supports for individuals with developmental disabilities.
- 3.17 Resource Parent – Means a person who has completed the consolidated application and assessment process, has obtained a foster care license (or is

certified) and is approved for placement of a child who enters or has been in the child foster care system.

- 3.18 Training Modules - Means a series of three 3-hour classes provided by the CONTRACTOR to help prospective adoptive families learn more about children who are dependents of the court. These modules are required for parents to access other services via the Los Angeles County Department of Mental Health (DMH).

#### **4.0 PROGRAM MANAGEMENT REQUIREMENTS**

The COUNTY shall provide a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the Contractor Program Director (CPD) and provide oversight of the contracts with the subcontractors.

- 4.1 CPM or designated alternate will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract and the contracts with the subcontractor.
- 4.2 CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 4.3 CPM is not authorized to make any changes in the terms and conditions of this Contract or the contracts of the subcontractor. The CPM is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.
- 4.4 CPM who will be responsible for daily management of Contract operation and overseeing monitoring activities, is identified as:

Sari Grant (or designee)  
County of Los Angeles  
Department of Children and Family Services  
532 Colorado Blvd.  
Pasadena, CA 91101  
(626) 229-3732 Fax (626) 397-9170

- 4.5 CONTRACTOR shall designate a CPD responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work. The CPD is identified in the Contract, under Exhibit D, Attachment I, Administration of Contract and Contractor's Administration.
- 4.6 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.
- 4.7 Overall project coordination between CONTRACTOR and COUNTY shall be through the CPM or designated alternate and the CPD, or the authorized representative(s) or their designated alternates.

#### **5.0 COUNTY'S GENERAL RESPONSIBILITIES**

- 5.1 The CPM shall be responsible for monitoring the CONTRACTOR for contract compliance to ensure that the participants served are eligible, and provide technical guidance as needed. CPM monitoring will include assurance that the CONTRACTOR's agencies meet or exceed program objectives and requirements.
- 5.2 COUNTY shall have the right to monitor, including but not limited to, review and audit of CONTRACTOR for compliance with this Contract, and Statement of Work (SOW). COUNTY shall have the right to monitor and audit programmatic reports and request corrective action plans that will be a matter of public record to the extent required by the California Public Records Act.
- 5.3 CPM shall provide guidance to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 5.4 COUNTY will provide CONTRACTOR with a User Complaint Report (UCR), Exhibit A-13, for every instance in which tasks defined in the SOW are not met.
- 5.5 CPM shall refer individuals considering adoption who completed the PS-MAPP training and children that are adoptable to the CONTRACTOR for case consultations and assessments.

## **6.0 CONTRACTOR'S RESPONSIBILITIES**

CONTRACTOR shall appoint a CPD who shall be responsible for administering and overseeing all of the services provided under this Contract. The name and phone number of the CPD and that of an alternate manager authorized to act on behalf of CONTRACTOR in the CPD's absence shall be designated in writing under, the CONTRACTOR's Exhibit B, Attachments, Attachment I, CONTRACTOR's Administration of the Contract.

- 6.1 CPD shall work with the CPM to help resolve any potential areas of difficulty before a problem occurs.
- 6.2 CONTRACTOR shall ensure that their CPD provides a contact number for use after normal business hours (Monday through Friday from 8:00 A.M. to 5:00 P.M.), on weekends and COUNTY holidays.
- 6.3 CPD or other authorized manager in the employ of the CONTRACTOR shall supervise all of CONTRACTOR's personnel assigned to work under this Contract.
- 6.4 CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR's authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of the CPM or designated alternate.
- 6.5 CONTRACTOR shall ensure that they do not permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employee's physical or mental performance.

- 6.6 The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove any of its personnel the CPM determines has performed acts, which are inimical to the safety of the participants and their children or which otherwise make it inappropriate for such persons to be assigned to the provision of these Contract services.
- 6.7 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.
- 6.8 CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of the Contract and SOW.
- 6.10 CONTRACTOR or designated alternate shall attend all P&S related collaboration meetings scheduled by the COUNTY.
- 6.11 CONTRACTOR shall be available for technical reviews as requested by the CPM. Technical reviews shall be conducted annually or as determined by the CPM.

## **7.0 STAFFING REQUIREMENTS**

The CONTRACTOR shall provide a multi-disciplinary team that includes at least one professional staff member who is bilingual, that is, able to speak and write both Spanish and English.

- 7.1 The CONTRACTOR shall provide one CPD that oversees all aspects of the program including recruiting, hiring, and supervising all staff; and coordinating, executing, and implementing all aspects of the Contract. The CPD is responsible for insuring that all proposed work is completed using a best practice standard. Minimum requirements for the CPD include a Master of Social Work (MSW) degree with a license in clinical social work (LCSW), or a Ph.D in Psychology, with a license in clinical psychology, experience in the field of adoptions, and at least three years of experience overseeing a program similar in scope.
- 7.2 For the presentations at the PS-MAPP classes, the CONTRACTOR shall provide at least one of the professional staff from the program to be the presenter in a panel for a minimum of 50 PS-MAPP classes.
- 7.3 For the consultations, the CONTRACTOR shall provide a multi-disciplinary team with the composition that includes, but is not limited to, a Pediatrician, Educational Coordinator, Licensed Psychologist, and Social Worker, all of whom must have at least one-year adoptions related experience.
- 7.4 The CONTRACTOR shall provide sufficient support staff to maintain the program administratively.

## **8.0 TARGET POPULATION**

The P&S program targets families who complete DCFS's approved PS-MAPP classes, and are considering adoption of non-court-dependent children between the ages of 0-17. In addition, the target populations includes identified DCFS's prenatal substance

exposure, multiple placements, neglect, physical and sexually abused children with special needs between the ages 0-17, and are in need of a multidisciplinary team assessment to increase their chances of adoption.

## **9.0 SERVICE DELIVERY SITE(S)**

CONTRACTOR's training services described hereunder shall be provided at various DCFS offices throughout the county. CONTRACTOR shall request approval from DCFS in writing, a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s). Consultation services described hereunder shall be provided at the University of California, Los Angeles (UCLA) TIES office and the South Bay TIES office.

## **10. SCOPE OF WORK**

The P&S program shall serve as a recruitment and training venue for prospective adoptive parents considering adoption. The CONTRACTOR shall present the P&S program to a minimum of 1500 PS-MAPP participants during the course of a twelve (12) month contract term. This training shall also serve as a mechanism to help families considering adoption to take the next step and complete their homestudy/assessment. In addition, the CONTRACTOR is expected to provide a multidisciplinary team that conducts in-depth consultations/assessments for a minimum of twelve (12) special needs children who are available for adoption. The CONTRACTOR shall also provide, at no cost, Aftercare Services to all successful recruited prospective adopted parents and foster-adopt family unions who have completed the P&S program.

## **11.0 SPECIFIC TASKS**

CONTRACTOR shall ensure that their P&S program consists of the following programmatic fundamentals: Presentations/Recruitment, Training Modules, Case Consultations/Assessments and no cost Aftercare Services. CONTRACTOR shall strategically implement and deliver services in the order as indicated in the below subsections to the target population as described in Section 8.0.

### **11.1 PRESENTATIONS/RECRUITMENT**

In order to recruit and explain the program model of P&S to prospective adoptive parents, CONTRACTOR's staff shall introduce the program concept at the panel session of each PS-MAPP classes as follows:

11.1.1 CONTRACTOR shall have an assigned staff to present at all scheduled PS-MAPP classes;

11.1.2 CONTRACTOR's staff presentation shall be one half hour to one hour in length;

11.1.3 CONTRACTOR's shall discuss issues related to prenatal substance exposure;

11.1.4 CONTRACTOR's staff shall disseminate program brochures or flyers and other information about the program in order to recruit families for their P&S training modules;

11.1.5 CONTRACTOR's staff shall be available to present at the PS-MAPP classes that may be held throughout Los Angeles County and at sites that are determined solely by the CPM or designated alternate; and

11.1.6 CONTRACTOR's staff shall be capable of presenting in Spanish at a minimum of four PS-MAPP classes.

## 11.2 TRAINING MODULES

CONTRACTOR shall receive referral from CPM or designee for Prospective adoptive parents to participate in the P&S program training modules. The CONTRACTOR shall attend all available PS-MAPP classes as part of the effort to ensure that the P&S training opportunity is presented to at least 1500 PS-MAPP participants.

11.2.1 CONTRACTOR's training modules format shall consist of a minimum of six (6) training blocks, five (5) in English, and one (1) in Spanish. Each training block shall consist of at least three (3) 3-hour training modules including one each of Modules 1, Module 2 and Module 3 as described in subsections 11.2.4, 11.2.5 and 11.2.6, for a total of at least nine (9) hours of training per block. For each of the six (6) blocks of training, CONTRACTOR will ensure that the capacity of twenty-five participants is met for the three training modules in the block. The six (6) blocks of training shall be given with equal intervals of time between the blocks so that the training blocks provide evenly spaced opportunities throughout each year during this Contract. CONTRACTOR anticipates that 150 prospective parents will attend the training modules. (6 blocks X 25 people trained in the 3 modules in each block = 150 total trainees.)

11.2.2 CONTRACTOR's training modules shall be filled to the capacity of twenty-five (25) prospective adoptive parents who are considering adoption.

11.2.3 The training will help empower families to feel that they can meet the needs of children with special needs that are waiting to be adopted, and therefore move forward with completing their home study/assessment.

11.2.4 The **Module 1** topic shall consist of ***Parental Substance Abuse and its Effects on the Adoption Process and Understanding the Impact of Concurrent Planning on the Adoption Triad.*** The module shall introduce the purpose and substance of the 3 Pre-adoptive training modules and the topic of prenatal and parental substance abuse. Participants shall be able to discuss their concerns regarding parenting a child who has been prenatally exposed to drugs. Participants shall have the opportunity to process their fears and concerns including their ability to assist in possible reunification.

11.2.5 The **Module 2** topic shall consist of ***Infants and Children with Prenatal Substance Exposure and the Impact of Multiple Risk Factors on Children's Behaviors.*** The module shall include a presentation from a pediatrician knowledgeable in prenatal substance exposure. Attendees receive information about what is known and not known about the short-term and long-term effects of prenatal substance exposure and the difficulty of predicting outcomes for individuals. The module shall assist



parents in understanding feelings behind potential behaviors exhibited by children with special needs. Special needs children include, but are not limited to those with prenatal substance exposure, multiple placements, neglect, physical and sexual abuse.

11.2.6 The **Module 3** topic shall consist of ***Special Considerations in Adopting Children with Prenatal Substance Exposure and/or Children Who Have Been Impacted by Multiple Risk Factors.*** The module shall include a presentation from a family who has attended the modules in the past and has utilized the program's services. The family shall discuss their experiences parenting their child and the services they found to be helpful. The module shall also provide participants the opportunity to explore issues from previous sessions that they want addressed. At the conclusion of the module, CONTRACTOR shall explain available ongoing services, as well as the roles of the various staff members.

11.2.6.1 CONTRACTOR's modules shall include a presentation from their multidisciplinary team, which was selected by the CPD and approved by the CPM. The multidisciplinary team selected must be knowledgeable and proficient in the topics being presented.

11.2.6.2 CONTRACTOR shall work with the CPM or designated alternate to develop an annual schedule of classes within the first 30 days of the execution of the Contract and annually thereafter throughout the terms of the Contract.

### 11.3 **CASE CONSULTATIONS**

CONTRACTOR must identify and provide a minimum of twelve (12) adoptable children with special needs whom their multidisciplinary team determines eligible as defined in Section 8.0, and would benefit from an in-depth assessment/consultation performed by their multidisciplinary team.

11.3.1 CONTRACTOR shall conduct no less than twelve (12) case consultations (which must include an assessment if no assessment has been conducted within the last year) each year during the term of this Contract. The case consultations shall be at least two hours in length.

11.3.2 CONTRACTOR's consultations shall serve as the platform for their staff to provide an assessment of the child's records to the prospective adoptive parent(s), and to case carrying CSW to help assist them in matching the child with an adoptive family. DCFS' CSWs shall refer all identified cases eligible for P&S consultations/assessments to the CPM or designated alternate.

11.3.3 CONTRACTOR's cases include prospective adoptive parents who may have or have not participated in the nine hours of Module 1, Module 2 and Module 3 training, and the child may or may not have had a prospective adoptive parent identified.

11.3.4 CONTRACTOR's review of records shall include but are not limited to medical records, developmental evaluations, foster family agency

quarterly reports, school records, Regional Center reports, and any other evaluations conducted on the child by a professional that evaluates the child's bio-psycho-social functioning.

11.3.5 If a prospective adoptive parent is identified, the assessment shall be presented during the case consultation with the prospective adoptive parents to assist them in making an informed decision about adopting the child, inform them of what services will be needed for the child, and help them assess whether they can meet the child's needs.

11.3.6 CONTRACTOR's consultation shall include the case carrying CSW and provide information to the CSW regarding recommendations for case management and intervention services.

11.3.7 The CPM or designee shall identify cases for consultation based on referrals received by DCFS CSWs.

11.3.8 In the event that the child's records lack a current developmental evaluation (the evaluation of the child must have been conducted within the last year), the CONTRACTOR's psychologist will conduct a full developmental evaluation on the child to be considered and addressed in the case consultation.

11.3.9 Each assessment shall be conducted by a multidisciplinary team, which consists of at least three of the CONTRACTOR's staff. The CPD shall select the appropriate staff members based on the age and identified concerns of the child and the issues to be addressed at the consultation. The CPM shall approve the selection.

11.3.10 CONTRACTOR shall adhere to the Confidentiality Agreement's provisions as outlined in Attachment C-1. CONTRACTOR's staff shall also review all pertinent records of the eligible child and provide the case consultation. The CONTRACTOR invites professionals to participate, who are currently working with the dependent child who may include, but are not limited to, agencies such as the Regional Centers, DMH, and other non-profit or for profit counseling agencies

11.3.11 The CPD shall provide a written report based on the assessments of the multidisciplinary team, to the CSW within fourteen (14) calendar days of the completion of each Case Consultation.

11.3.12 The case carrying CSW, and Supervising CSW, and other involved CSWs shall be invited to attend all of the CONTRACTOR's multidisciplinary team case consultations.

#### 11.4 Aftercare Multidisciplinary Services

CONTRACTOR shall provide the services described below, at no cost to the families and/or to a prospective parent completing the P&S training program. These services shall mirror issues related to adoption and foster-adoption placements as well as services during the transition of a child into the adoptive or foster-adoption home. In addition, after placement, the parent and child must be able to access multidisciplinary consultations, assessments, and intervention services. The

Aftercare Services shall be in keeping with the P&S concept as it relates to finalizing and cementing adoption unions of a child with special needs via a continuum of educating and guiding individuals considering adoption:

11.4.1 Transitional Services: These services shall consist of counseling sessions, support groups for adults, and support groups for children and will be provided to those who have entered into an adoptive placement with a prospective adoptive or foster-adopt home based on the consultation/assessment results.

11.4.2 Services after placement of a child into an adoptive or foster-adopt home including:

11.4.2.1 Consultations on pediatric, educational, and psychiatric issues.

11.4.2.2 Assessments for developmental, psychological, psychiatric, speech/language, and temperament issues

11.4.2.3 Interventions including: play therapy, parent-child interactive conjoint therapy, family counseling, support groups, mentoring, psychiatric medication monitoring and trauma-focused cognitive behavioral treatment.

## **12.0 CONTRACTOR'S SUBCONTRACTOR/CONSULTANT REQUIREMENTS**

CONTRACTOR shall ensure that subcontractors and consultants providing services under this Contract shall commence services within forty-five (45) days of the execution of this Contract. Subcontractor and consultant agreements shall be signed and dated by the CPD, or his/her designee(s), prior to commencement of subcontracted and/or consultant services. Subcontractors must also be approved in writing by the CPM.

## **13.0 REPORTING REQUIREMENTS**

CONTRACTOR shall adhere to the following reporting requirements and submit the specific report(s) as follows:

13.1 Bi-annual Reports: CONTRACTOR shall provide the CPM with written bi-annual progress reports. The CPD satisfies these documentation requirements through the preparation of completed written bi-annual progress reports in the form and manner required by the CPM that are delivered to the CPM every six (6) months for the term of this Contract and no later than fifteen (15) calendar days after each 6-month period.

13.2 The documentation shall include, but is not limited to the dates of, names and telephone numbers of persons attending the training modules, Case Consultations, and PS-MAPP sessions.

13.3 The reports shall include the names and the total number of prospective parents and couples recruited by the CONTRACTOR, as evidenced by case files or the parents' taking one or more of the training module classes. The reports shall also identify the extent of each parent's completion of the training module series (three hours each for Modules 1, 2, and 3) and the names of eligible children who

are referred to the program, assessed, and placed during the period with parents who took the training modules before a child was identified for them. CONTRACTOR is responsible for identifying only those children who come to CONTRACTOR's attention in the normal course of assessments and consultations conducted through the CONTRACTOR.

- 13.4 CONTRACTOR shall develop evaluation instruments, including pre- and post-assessments at a minimum, for approval by the CPM, which capture data, written comments, and other feedback received from training module attendees and parent and child participants involved in assessments/consultations and aftercare services. Using these assessments, CONTRACTOR shall summarize the data on such instruments for the training modules, assessment/consultations, and aftercare services in the biannual reports prepared for the CPM. Data from the evaluation instruments should suggest conclusions about clients' satisfaction in adopting, satisfaction with CONTRACTOR services and adopting with the County, the P&S Program's effect on improving parenting skills for children with special needs, and other effects and results to be measured as desired by the CONTRACTOR or as directed by the CPM.

Upon request, CONTRACTOR shall make all or some of the individual evaluation instruments from the training modules, assessments/consultations, and aftercare services available for intensive review by the CPM.

- 13.5 CONTRACTOR's Annual Report that Evaluates the Success of Program: The CONTRACTOR shall provide a yearly evaluation report with an evaluation tool approved by the CPM to assess the outcomes and success of the program no more than thirty (30) calendar days after the end of each contract year.

## **14.0 RECORDS**

CONTRACTOR shall maintain and make available within five (5) calendar days upon request by the CPM the following program/client records:

- 14.1 Attendance records of all families who were recruited by the CONTRACTOR at specific PS-MAPP session(s), completed all or some of the training modules, and participated in the assessments/consultations and aftercare services.
- 14.2 A log that documents time and date of the PS-MAPP trainings conducted by DCFS and who the presenters were.
- 14.3 Records reflecting the time and date of each case consultation and which staff members attended. A sign-in sheet must be generated from each consultation debriefing to identify attendees and his/her relationship to the case.

## **15.0 QUALITY MANAGEMENT PLAN**

- 15.1 The CONTRACTOR shall attach its written Quality Management (QM) plan to this Contract as Exhibit A-3. The QM plan shall describe the process for continually assessing the CONTRACTOR's program effectiveness in accomplishing CONTRACTOR's mission, goals, and objectives. The plan shall describe the process for Client Feedback and Measurable Program/Service

Quality Indicators. CONTRACTOR shall use the below QM model to build and analyze data collected from the P&S participants:

15.1.1 Quality Management Committee: The QM Committee shall develop, review, and revise the agency's QM plan on an annual basis. In addition, the QM Committee shall continually assess and make recommendations for the improvement of program services. It shall be responsible for developing plans of corrective action for identified program deficiencies.

15.1.1.1 The Committee shall consist of person's representative of the program and agency such as clients, volunteers, program staff and management. The program coordinator(s) and a client receiving or who has received services under this contract must be included as a Committee member. Committee membership shall be described by name, title, or role, and the constituency represented (i.e., staff, management, client).

15.1.1.2 The CONTRACTOR shall review the Committee recommendations and ensure recommendations are appropriately implemented.

15.1.1.3 A separate Committee need not be created if the CONTRACTOR names a specific advisory committee with the same composition and activities that conform to the criteria described in this Contract.

15.1.1.4 The QM Committee activities shall be documented. Required documentation shall include but not be limited to agendas, sign-in sheets, QM Committee meeting minutes (including date, time, topics discussed, recommendations, and corrective actions) and the original and revised QM plan.

15.1.2 Client Feedback: The QM Plan shall include a mechanism for obtaining ongoing feedback from program participants regarding program effectiveness, accessibility, and client satisfaction. It should describe the method(s) to be used for client feedback (e.g., satisfaction surveys, focus groups, interviews, etc.). Client feedback shall be collected on an ongoing basis or at a minimum of quarterly. The QM Plan describes how client feedback data will be managed by the QM Committee and used to make improvements to the program.

15.1.3 Program Staff: The QM Plan shall describe the process for developing, training and monitoring staff. This description shall include minimum qualifications for each program staff position and a description of the methods and instruments to be used to monitor staff performance. The QM plan shall specify that staff is evaluated annually.

15.1.4 Measurable Program/Service Quality Indicators: Measurable quality indicators are intended to address the question of how well services are being provided. By developing a set of indicators for each specific task described in Section 11.0, establishing a measurable minimum standard for each indicator, and conducting an assessment on the extent to which

the indicator is met, the CONTRACTOR shall assess the quality of service delivery on an ongoing basis.

15.1.4.1 The QM Committee is responsible for developing a plan of corrective action to address any program quality deficiency or to improve on the established effectiveness demonstrated by each indicator.

15.1.4.2 Quality indicators shall be developed based on key activities described in Section 11.0. The QM plan shall require measurement of and include at a minimum the following measurable program and/or services indicators:

15.1.5 As part of the P&S Implementation Process, the CONTRACTOR shall record the number of people receiving information from PS-MAPP classes; the number of people attending Pre-Service Training; the number of families attending Pre-Service Training; and the number of CSWs attending Pre-Service Training.

15.1.6 Outcomes in the QM Plan shall include, but not be limited to, the percentage of people reporting satisfaction with the training modules that they attended, the percentage of families in the training modules demonstrating an increase in knowledge and understanding of how to parent a special needs child, and the number of single parents or couples known to the CONTRACTOR reporting satisfaction with assessments/consultations and aftercare services during the contract period.

15.1.7 QM Plan Implementation: Contractor shall implement its QM plan to ensure the quality of the services provided are assessed and improved on a continuous basis.

15.1.7.1 Quality Assessment and Management Reports: The QM plan shall include the requirement for one Quality Assessment and Management Report annually for the term of the Contract. The reports shall be developed by the QM Committee and signed by the Executive Director and made available to the CPM at the time of monitoring and/or upon request, but in no case later than thirty (30) days after the end of each contract year as required by subsection 13.5.

15.1.7.2 Year-end Report shall document actions addressing the findings of the prior year's year-end report and the overall program performance from the beginning of the prior year to the year-end.

## **16.0 QUALITY ASSURANCE MONITORING**

16.1 The CPM or designated alternate will monitor CONTRACTOR's performance under the Contract using the Quality Assurance procedures specified in Section 15.0 and Exhibit A-1, Performance Requirements Summary. All monitoring will

be conducted in accordance with the Contract, Part II, Standard Terms and Conditions, Section 24.0; COUNTY's Quality Management Plan.

- 16.2 COUNTY will submit a written notice or a User Complaint Report (UCR), Attachment L, whenever citing the CONTRACTOR for any non-compliance with the Contract and/or SOW. CONTRACTOR will be required to submit a Corrective Action Plan in accordance with Section 5.0, Subparagraph 5.2 & 5.4, with five business days of the CPM's request.

## **17.0 PERFORMANCE-BASED OUTCOME MEASURES**

CONTRACTOR shall design an evaluation tool to collect and track the following deliverables: number of PS-MAPP classes attended by CONTRACTOR; the number of persons recruited from PS-MAPP who participated in the P&S services; the number of case assessments/consultations held; and the number of special needs children for whom the CONTRACTOR assisted in a foster-adopt or adoptive placement through assessments/consultations and/or aftercare services during the contract period.

- 17.1 CONTRACTOR shall ensure that the indicators as outlined in the Performance Based-Outcome matrix, Exhibit A-1 reflect the number of persons recruited by the CONTRACTOR to participate in the P&S Program; the number of participants who completed the P&S training modules; and the number of parents known to the CONTRACTOR who initiated a home-study to qualify as a match with a child in need of a permanent home through the CONTRACTOR's assessments/consultations and aftercare services. In addition, the indicators specified for each service shall provide a measurable baseline to draw an inference as to the extent in which the indicators met the performance targets as indicated in Exhibit A-1, Performance-Based Outcome Measures.
- 17.2 CONTRACTOR shall adhere and be in 100% compliance with the Performance Based Outcome Measures as specified in Exhibit A-1.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICES	ACCEPTABLE QUALITY LEVEL	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARDS
1. CONTRACTOR's staff shall conduct Presentations at all available Permanency and Safety Model Approach to Partnerships in Parenting (PS-MAPP) classes as part of the effort to ensure that P&S training opportunity is presented to at least 1,500 PS-MAPP participants	CONTRACTOR shall participate in all PS-MAPP panels annually and keep a list of who presented at each class. Absences of CONTRACTOR at any PS-MAPP class will be noted.	List will be submitted to DCFS quarterly no later than ten (10) calendar days following the end of each quarter.	If CONTRACTOR receives a written notice of its non-compliance with regards to the SOW, CONTRACTOR shall submit to the COUNTY, within five business days from receipt of such written notice, a written Corrective Action Plan, which shall contain an explanation of the problem, and plan for correcting the problem, which is subject to COUNTY approval.
2. CONTRACTOR shall provide a minimum of six (6) blocks of training, five (5) in English, and one (1) in Spanish. Each block of training shall consist of at least three 3-hour classes of each (Module 1, Module 2 and Module 3) for a total of at least nine (9) hours of training per block.	CONTRACTOR shall recruit a minimum of twenty-five (25) people for each training module, and shall ensure that everyone signs in to verify attendance.	CPM will review CONTRACTOR's sign-up sheets on a quarterly basis.	1. Two (2) or more written notices of CONTRACTOR's non-compliance with the SOW are submitted to P&S in a six month period; or 2. The written Corrective Action Plan submitted by CONTRACTOR for any such notice does not meet with the COUNTY's approval; or 3. CONTRACTOR does not provide a written Corrective Action Plan, as required, for any such notice.
3. CONTRACTOR shall conduct no less than twelve (12) case consultations (which shall include an assessment if one has not been conducted within the last year) each year during the term of this Contract. The case consultations shall be at least two hours in length.	CONTRACTOR shall provide a minimum of twelve (12) consultations annually and maintain a list of all participants and their relationship to the child at each consultation.	CPM will request and obtain a copy of all case consultation reports within thirty (30) days of the consultation.	4. CONTRACTOR's subcontractors are subject to the same remedies and/or sanction as indicated above in, provided Section 1, 2, & 3.
4. CONTRACTOR shall provide Multidisciplinary aftercare services at no cost (in-kind) to families who completed PS-MAPP, including Transitional Services and Post Placement Services as explained in subsection 11.4 of the Statement of Work.	CONTRACTOR shall provide services to all families who meet the requirements and request the services until the agency meets its service capacity.	CPM will request and obtain a copy of a list of P & S TIES families being served and what services they have accessed.	
5. CONTRACTOR shall attend County collaboration meetings as described in subsection 6.10.	CONTRACTOR shall ensure that their CPD and/or its designated alternate attend all scheduled County collaboration meetings pertaining to PS TIES	CPM will request a summary of each collaborative meeting be included in the annual report	



**EXHIBIT A-2**

**PERFORMANCE-BASED OUTCOME MEASURES**

<p><b>TARGET GROUP:</b> PS-MAPP trained families considering adoptions; children ages 0-17 in need of an adoptive family, particularly older children and children with substance abuse or alcohol exposure and other special needs.</p>		
<p><b>GOAL:</b> Increase in the number of families that pursue adoption; increase permanency for children; reduce adoption disruptions.</p>		
<p><b>OUTCOME:</b> Families will decide to complete their family assessment and pursue adoption of a child; children will be fully assessed increasing their opportunity to be adopted; and, fewer families will have disrupted adoptive placement.</p>		
<b>COUNTY'S OUTCOME INDICATORS</b>	<b>PERFORMANCE TARGETS</b>	<b>DATA COLLECTION METHOD</b>
Families that take the P&S training will be more likely to complete their Family Assessment than those who do not.	At least 50 families known to the CONTRACTOR who have completed or complete the P&S training modules during the current contract period will complete their Family Assessment	Year-end report that indicates the number and names of families known by the CONTRACTOR who completed their Family Assessment during the year.
Children who are evaluated through the consultations process will be more likely to be matched to a permanent family	At least 50% of the children evaluated will be matched to a permanent family	P&S Liaison will track the permanency outcomes of all children evaluated through the consultations
Fewer families will choose to disrupt their adoptive placement	50% of the families who commit to a foster-adopt or adoptive placement through the CONTRACTOR's assessments/consultations will still be proceeding with the adoption by the end of the year.	Year-end report that identifies the number and names of families who were still proceeding or had completed their adoption by the end of the year.

**QUALITY MANAGEMENT PLAN (INSERT)**

**LINE ITEM BUDGET**

A copy of the Line Item Budget is on file with DCFS

County of Los Angeles  
Department of Children and Family Services

**EXHIBIT B: ATTACHMENTS**

**CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**


---

 Contractor's Name

---

 Address

---

 Internal Revenue Service Employer Identification Number
**GENERAL**

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S CERTIFICATION**

- |    |   |                                  |                                 |
|----|---|----------------------------------|---------------------------------|
| 1. | The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment.   | YES [ <input type="checkbox"/> ] | NO [ <input type="checkbox"/> ] |
| 2. | The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force.   | YES [ <input type="checkbox"/> ] | NO [ <input type="checkbox"/> ] |
| 3. | The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups.  | YES [ <input type="checkbox"/> ] | NO [ <input type="checkbox"/> ] |
| 4. | Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or time tables. | YES [ <input type="checkbox"/> ] | NO [ <input type="checkbox"/> ] |

---

 Name of Firm

---

 Print Name and Title

---

 Authorized Signature

---

 Date

## COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

## FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

**TYPE OF BUSINESS STRUCTURE:** \_\_\_\_\_  
(Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

**TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):** \_\_\_\_\_

**CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.).** Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
<b>Based on the above categories, please indicate the total numbers of men and women in the firm:</b>			
Male			
Female			

**PERCENTAGE OF OWNERSHIP IN FIRM** Please indicate by percentage (%) how ownership of the firm is distributed.

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

**CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES** Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

## **LAC/CBE SANCTIONS**

1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three (3) years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Name / Title / Name of Company or Organization

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.



## ATTACHMENT C-1

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

Contractor Name \_\_\_\_\_

Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Policies and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

**I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.**

**ATTACHMENT C-2 Cont.**

**I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.**

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACT FOR CONTRACTOR NON-EMPLOYEE  
ACKNOWLEDGEMENT, CONFIDENTIALITY AGREEMENT**

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Policies and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

**I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor.**

**I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.**

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**AUDITOR–CONTROLLER CONTRACT ACCOUNTING  
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

## **AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

### **A. ACCOUNTING AND FINANCIAL REPORTING**

#### **1.0 BASIS OF ACCOUNTING**

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

##### Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

##### Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- Recorded accruals must be reversed in the subsequent accounting period.

- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

### 1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

## 2.0 **ACCOUNTING SYSTEM**

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

### 2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

### 2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number



- Cash debit columns
- Income credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions
  - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

### 2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

### 2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

## 2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

## 2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - Accrual period
  - Gross pay
  - Itemized payroll deductions
  - Net pay amount
  - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

## 2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

### **3.0 RECORDS**

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

#### **3.1 Retention**

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

#### **3.2 Supporting Documentation**

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

**Payroll** – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

**Consultant Services** – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

**Travel** – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

**Operating Expenses** (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

**Outside Meals** - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

### 3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

### 3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

### 3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vendor name and date
- Checks – number
- Vouchers – number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

## 4.0 **DONATIONS AND OTHER SOURCES OF REVENUE**

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

## 5.0 **AUDITS**

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

### 5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

## **6.0 SUBCONTRACTS**

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

## **B. INTERNAL CONTROLS**

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

### **1.0 CASH RECEIPTS**

#### **1.1 Separate Fund or Cost Center**

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

#### **1.2 Deposits**

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

### 1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

### 1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

## 2.0 **DISBURSEMENTS**

### 2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

### 2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

### 2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

### 2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.



### **3.0 TIMEKEEPING**

#### **3.1 Timecards**

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

#### **3.2 Personnel and Payroll Records**

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

##### **Benefit Balances**

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

##### **Limitations on Positions and Salaries**

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100 percent of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

#### Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

### **4.0 FIXED ASSETS**

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

#### **4.1 Acquisition**

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

#### **4.2 Identification and Inventory**

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

#### 4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

#### 4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

### 5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

## C. **COST PRINCIPLES**

### 1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

#### 1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

#### 1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

### 1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

### 1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

### 1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

## **2.0 ALLOCATION OF COST POOLS**

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100 percent of actual costs or the same cost be charged both directly and indirectly.

### 2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards

and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

## 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

## 2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

### Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

### Example

Agency-wide indirect costs	\$250,000
Less Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

#### Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

#### Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

### 2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:

- Basis of accounting (cash or accrual)
  - Fiscal year
  - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
  - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
  3. Signature of CONTRACTOR management certifying the accuracy of the plan.

#### Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

### **D. UNALLOWABLE COSTS**

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

### **E. OVERPAYMENTS**

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

### **F. MISCELLANEOUS REQUIREMENTS**

#### **1.0 INSURANCE**

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

## **2.0 ACTIVITY**

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.





Department of the Treasury  
Internal Revenue  
Service

## Notice 1015

(Rev. December 2011)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

---

#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

#### Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

## **“Contractor Employee Jury Service”**

### **Los Angeles County Code Sections 2.203.010 through 2.203.090**

#### **2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

#### **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

#### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

## **SAFELY SURRENDERED BABY LAW**

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

[www.babysafela.org](http://www.babysafela.org)

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# *Safely* Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

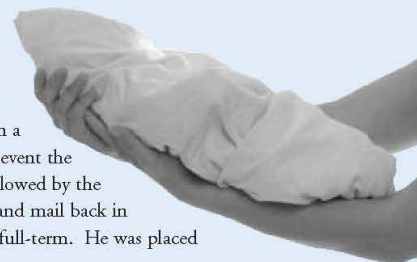
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## *A baby's story*

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ADMINISTRATION OF CONTRACT  
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

**CONTRACTOR'S PROGRAM DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Notices to Contractor shall be sent to the following address:

Address: \_\_\_\_\_

ADMINISTRATION OF CONTRACT  
COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

COUNTY PROGRAM MANAGER:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

COUNTY CONTRACT PROGRAM MONITOR:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CHARITABLE CONTRIBUTIONS CERTIFICATION**


---

 Company Name

---

 Address

---

 Internal Revenue Service Employer Identification Number

---

 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**CERTIFICATION****YES****NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( )

( )

**14.0 OR**

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( )

( )

---

 Signature

---

 Date

---

 Name and Title (please type or print)

**USER COMPLAINT REPORT**  
**( NAME OF PROGRAM) SERVICES**

This form is to be used by DCFS users of (ENTER NAME OF PROGRAM) services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: \_\_\_\_\_ DCFS User Name: \_\_\_\_\_  
 DCFS Office Address: \_\_\_\_\_  
 Phone No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
 Date(s) of Incident(s): \_\_\_\_\_

Below, please check the appropriate boxes and explain each incident separately:

- ☐ Contractor's Program Director is not responding to messages.
- ☐ Contractor's staff not available or not responding to messages.
- ☐ Contractor making staff changes without notification to the County.
- ☐ Illegal or inappropriate behavior by Contractor's staff.
- ☐ Contractor not submitting reports or maintaining records as required.
- ☐ Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Other (describe): \_\_\_\_\_

---



---



---



---



---

**To report an urgent/serious problem, call \_\_\_\_\_ (enter name of CPM) at:**  
 \_\_\_\_\_ (phone # of CPM)

Send UCR to \_\_\_\_\_  
 (enter name, title, and complete address of CPM) and a copy to Contracts Administration, 425 Shatto Place,  
 Room 400, Los Angeles, CA 90020.

**CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"**  
**UNDER HIPAA AND HITECH**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 15.0 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past,

present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.



**2. OBLIGATIONS OF BUSINESS ASSOCIATE****2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:**

- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

**2.2 Prohibited Uses and Disclosures of Protected Health Information. Business**

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

**2.3 Adequate Safeguards for Protected Health Information.**

Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

**2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information.** Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

- 2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number 1(800) XXX-XXXX.
- 2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.lacounty.gov  
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
  - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 16.0 2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.
- 2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.
- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the

Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

- 2.10 Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

### **3.0 OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERM AND TERMINATION**

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
  - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **5.0 MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.



- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

---



---

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date: